



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: DRYWALL AND ACCESSORIES

CONTRACT #: 0804-06

CONTRACT DATES: 09/07/06 – 09/30/08

BUYER: Mary Ann Wood
PHONE: 585/753-1135
FAX: 585/753-1104

VENDOR(S): 106176
84 Lumber Company
1505 Scottsville Road
Rochester, NY 14623
Jessy Underwood
Phone: 585/436-5000
Fax: 585/436-7707

TERMS AND CONDITIONS

<u>BID ITEM:</u>	<u>DRYWALL AND ACCESSORIES</u>
<u>FOR:</u>	<u>VARIOUS AGENCIES</u>
<u>DUPLICATE COPIES:</u>	Please submit your bid in duplicate; the original and one (1) copy.
<u>BID INFORMATION:</u>	At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein, and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.
<u>SUBMITTAL OF FORMAL PROPOSAL:</u>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. COPIES AND FACSIMILES ARE NOT ACCEPTABLE.</p> <p>All bidders must submit proof that they have obtained the required Worker's Compensation and disability benefits coverage or proof that they are exempt.</p>
<u>SPECIFICATION ALTERATIONS:</u>	Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
<u>QUANTITIES:</u>	The quantities listed on are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. Estimates are based upon actual annual usage for 2003-2006 by County departments only.
<u>BRAND REFERENCE:</u>	References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

<u>QUALIFIED BIDDER:</u>	Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to his ability to perform. Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.
<u>METHOD OF AWARD:</u>	Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the Total . Bidder must bid on all items to be considered. The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.
<u>CONTRACT TERM:</u>	Contract will start with the date of the contract award and with firm pricing, run through March 31, 2007 , with the option to renew the contract for a minimum of three (3) month periods and a maximum of twelve (12) months, up to a limit of five (5) years, at the mutual consent of both parties.
<u>PRICE CHANGES:</u>	Price changes may be proposed by either party no later than thirty (30) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.
<u>MINIMUM ORDER:</u>	No minimum order is specified for this contract. Agencies must be able to order as needed. <u>Political subdivisions and others authorized by law may participate in this contract.</u>
<u>DELIVERY:</u>	All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within one (1) week after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.
<u>PURCHASE ORDER ISSUANCE:</u>	Delivery of services may be directed by the receipt of a Purchase Order only. Items that are not part of this bid will not be paid for by Monroe County. As to all purchase orders issued by Monroe County, exceptions may <u>only</u> be authorized, in writing, by the Purchasing Manager or his authorized agent <u>prior to delivery</u> .
<u>BILLING PROCEDURE:</u>	All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. ALL

**INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER.
INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED
FOR PAYMENT.**

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts, or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

NOTICE OF JOB VACANCIES

- a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- c) Notice shall be given in writing to:
Employment Coordinator
Monroe County Department of Human and Health Services
Rm 535
691 St Paul St.
Rochester, NY 14605
Telephone: (585)-530-3613
Fax: (585)-530-4506
- d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

Item #	Material Master #	Material Description	Unit	Unit Price
01	1016410	DAP #25084 ALL PURPOSE ADHESIVE, 29 OZ	EA	\$4.00
02	1016411	DAP #27050 ALL PURPOSE ADHESIVE, 10.3 OZ	EA	\$2.25
03	1002930	DIETRICH VINYL J-BEAD, 1/2" X 10'/LGTH	EA	\$0.92
04	1014434	DIETRICH VINYL J-BEAD, 5/8" X 10'/LGTH	EA	\$1.80
05	1013036	DRILL POINT TEK SCREWS,7/16",FLAT HEAD, 1 LB PER BOX	BX	\$7.02
06	1002881	DRYWALL COMPOUND, READY MIX, 5 GAL CAN	CAN	\$25.50
07	1016334	DRYWALL SCREWS, COURSE, 10X4",1000/BX	BX	\$108.00
08	1002911	DRYWALL SCREWS, COURSE, 6X1-1/4",8000/BX	BX	\$74.00
09	1002916	DRYWALL SCREWS, COURSE, 6X1-5/8",5000/BX	BX	\$58.00
10	1016332	DRYWALL SCREWS, COURSE, 6X2",3500/BX	BX	\$50.00
11	1016333	DRYWALL SCREWS, COURSE, 8X2-1/2",2500/BX	BX	\$56.00
12	1002921	DRYWALL SCREWS, COURSE, 8X3", 2000/BX	BX	\$56.00
13	1002926	DRYWALL SCREWS, COURSE, 8X4", 1000/BX	BX	\$63.00
14	1002897	DRYWALL SCREWS, FINE, 1-1/4", 8000/BX	BX	\$62.00
15	1016714	INSULATION FOR METAL STUDS,6" X 16", 85.33 SQFT/BAG	BAG	\$60.03
16	1016575	MARINOWARE METAL CORNER BEAD, 1-1/4"X10'	EA	\$2.62
17	1016576	MARINOWARE METAL CORNER BEAD, 1-1/4"X12'	EA	\$3.14
18	1002830	MARINOWARE METAL FERRING STUD, 20 GAUGE, 7/8"X12'	EA	\$4.56
19	1016570	MARINOWARE METAL STUD, 20 GAUGE, 3-5/8"X10'	EA	\$4.60
20	1016572	MARINOWARE METAL STUD, 20 GAUGE, 3-5/8"X12'	EA	\$5.52
21	1016573	MARINOWARE METAL STUD, 20 GAUGE, 3-5/8"X14'	EA	\$6.44
22	1014294	MARINOWARE METAL STUD, 20 GAUGE, 4"X12'	EA	\$6.24
23	1013033	MARINOWARE METAL STUD, 20 GAUGE, 6" X 18'	EA	\$12.42
24	1002867	MARINOWARE METAL STUD, 25 GAUGE, 2-1/2"X10'	EA	\$2.80
25	1002848	MARINOWARE METAL STUD, 25 GAUGE, 3-5/8"X10'	EA	\$3.20
26	1002853	MARINOWARE METAL STUD, 25 GAUGE, 3-5/8"X12'	EA	\$3.84
27	1002858	MARINOWARE METAL STUD, 25 GAUGE, 3-5/8"X14'	EA	\$4.48
28	1002836	MARINOWARE METAL STUD, 25 GAUGE, 3-5/8"X8'	EA	\$2.56
29	1002842	MARINOWARE METAL STUD, 25 GAUGE, 3-5/8"X9'	EA	\$2.88
30	1016574	MARINOWARE METAL TRACK, 20 GAUGE, 3-5/8" X 10'	EA	\$4.50
31	1014295	MARINOWARE METAL TRACK, 20 GAUGE, 4 X 10'	EA	\$5.00
32	1013032	MARINOWARE METAL TRACK, 20 GAUGE, 6" X 10'	EA	\$6.70

33	1016569	MARINOWARE METAL TRACK, 25 GAUGE, 2-1/2"X10'	EA	\$2.70
34	1002871	MARINOWARE METAL TRACK, 25 GAUGE, 3-5/8"X10'	EA	\$3.00
35	1014488	MARINOWARE UTILITY ANGLE, 25 GAUGE, 1-1/2"X10'	EA	\$1.80
36	1014487	MARINOWARE Z-FURRING, 25 GAUGE, 2" X 10'	EA	\$3.20
37	1015362	SURE CORNER #QWRL TAPE, FIBERGLASS MESH	EA	\$5.07
38	1002891	TECH-TIP SCREWS, 1-1/4", 8000/BX	BX	\$94.00
39	1016577	UNFACED R-11 FIBERGLASS INSULATION, 3-1/2"X16"	EA	\$79.00
40	1016221	US GYPSUM FIRECODE DRYWALL, 1/2"X4'X12'	SHT	\$17.28
41	1002823	US GYPSUM FIRECODE DRYWALL, 5/8"X4'X10'	SHT	\$14.17
42	1002827	US GYPSUM FIRECODE DRYWALL, 5/8"X4'X12'	SHT	\$17.01
43	1002813	US GYPSUM FIRECODE DRYWALL, 5/8"X4'X8'	SHT	\$11.34
44	1002820	US GYPSUM FIRECODE DRYWALL, 5/8"X4'X9'	SHT	\$12.75
45	1002877	US GYPSUM GOLD BOND DRYWALL TAPE, 250'/ROL	ROL	\$6.00
46	1002790	US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X10'	SHT	\$13.06
47	1002795	US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X12'	SHT	\$15.68
48	1002780	US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X8'	SHT	\$10.45
49	1002785	US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X9'	SHT	\$11.76
50	1016566	USG EASYSAND 45 JOINT FILLER, 25LB/BAG	BAG	\$20.00